

TOWN OF AMHERST

**RENEWAL CABLE
TELEVISION LICENSE**

GRANTED TO

Cox Communications Amherst, Inc.

July 1, 1996

SELECT BOARD

TOWN OF AMHERST

MASSACHUSETTS

Note: A copy of the signed and initialed license is on file in the Town
Manager's Office, Town Hall, Amherst, Massachusetts.

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L I C E N S E

This Renewal License entered into this 30th day of May, 1996, by and between Cox Communications Amherst, Inc., a Massachusetts corporation, and the Select Board of the Town of Amherst, Massachusetts, as Issuing Authority for the renewal of the cable television license(s) under G.L. c. 166A:

WHEREAS, Cox Communications Amherst, Inc. submitted a Renewal Proposal to the Town, dated February 1, 1996, for a Renewal License to construct, upgrade, operate and maintain a Cable Television System in the Town of Amherst; and

WHEREAS, the Issuing Authority after consideration, analysis and deliberation, approved the technical ability, financial qualifications, upgrade provisions, Cable Television System design and other proposals of Cox Communications Amherst, Inc.; and

NOW THEREFORE, in consideration of the mutual covenants herein contained and intending to be legally bound, the parties agree as follows:

SECTION 1
DEFINITIONS

For the purpose of this Renewal License, the following words, terms, phrases, and their derivations shall have the meanings given herein, unless the context clearly requires a different meaning. When not inconsistent with the context, the masculine pronoun includes the feminine pronoun, words used in the present tense included the future tense, words in the plural number include the singular number, and words in the singular number include the plural number. The word shall is always mandatory and not merely directory, except where noted. Where the following definitions are in conflict with definitions in law, it is the express intent that the definition in federal law shall take precedence.

(a) Affiliate of Affiliated Person: Any person who or which directly or indirectly controls and owns an interest in Cox Communications; any person which Cox Communications directly or indirectly controls and in which Cox Communications owns an interest; and any Person directly or indirectly subject to control and owned in whole or in part by a Person who or which directly or indirectly controls and owns an interest in Cox Communications; provided, however, that this definition shall not be deemed to apply to any programming or publishing service by an Affiliate, carried in the normal course of business.

(b) Basic Service or Basic Level of Service: The lowest service tier, other than a Pay Cable Service, distributed over the Cable System, which includes, without limitation, all Public, Educational and Governmental Access Channels and all Broadcast Signals, if any, required to be carried on Basic Service pursuant to federal law, or this renewal License to the extent it is not inconsistent with federal law.

(c) Cable Act: Cable Communications Policy Act of 1984 (the "1984 Cable Act"), Public Law No. 98-549, 98 Stat. 2779 (1984), as amended by the Cable Television Consumer Protection and Competition Act of 1992 (the "1992 Cable Act"), Public Law No. 102-385, 106 Stat. 1460 (1992) and the Telecommunications Act of 1996, Public Law No. 104-104, 110 Stat. 56 (1996).

(d) Cable Service: The one-way transmission to Subscribers of video programming or Other Programming Services, together with Subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.

(e) Cable Television System or Cable System: A facility consisting of a set of closed transmission paths and associated Signal generation, reception and control equipment designed to provide Cable Service (including video programming) to multiple Subscribers within a community unless such system does not use any public rights of way.

(f) Channel or Video Channel: A portion of the electromagnetic frequency spectrum which is used in a Cable System and which is capable of delivering a television channel. With respect to PEG Channel, I-Net and I-Loop channel requirements, the definition of channel shall also mean a minimum allocation of 6 Mhz of bandwidth.

(g) CMR: The acronym for Code of Massachusetts Regulations.

(h) Commission: The Massachusetts Community Antenna Television Commission.

- 1 (i) Designated Access Provider: The entity or entities designated from time to time by the Issuing Authority
2 to provide PEG access to the residents of the Town of Amherst.
- 3 (j) Downstream Channel: A channel over which Signals travel to an authorized recipient of programming.
- 4 (k) Drop or Cable Drop: The interconnection between each home or building and the feeder line of the
5 Cable System.
- 6 (l) Effective Date: July 1, 1996.
- 7 (m) FCC: The acronym for the Federal Communications Commission or any successor agency.
- 8 (n) Government Channel: Any channel, or portion thereof, which has been allocated for use by the Town,
9 the Issuing Authority or its designee(s).
- 10 (o) Gross Annual Revenue: Consideration of any form or kind derived by the Licensee and/or its Affiliates
11 from the carriage of Signals over the Cable Television System including, without limitation: the distribu-
12 tion of any Service over the System; the provision of any Service related activity in connection with opera-
13 tion of the Cable System; Basic Service monthly fees; all other Service fees; installation, reconnection,
14 downgrade, upgrade and any other similar fees; fees paid for channels designated for commercial use; con-
15 verter, remote control and other equipment rentals, and/or leases and/or sales; all home-shopping service(s)
16 revenues; and advertising revenues. In the event that an Affiliate is responsible for advertising, advertising
17 revenues shall be deemed to be the pro-rata portion of advertising revenues, paid to the Cable System by an
18 Affiliate for said Affiliate's use of the Cable System for the carriage of advertising. Gross Annual Reve-
19 nues shall also include the Gross Revenue of any other Person which is derived directly or indirectly from
20 or in connection with the operation of the System to the extent that said revenue is derived, through a
21 means which has the effect of avoiding payment of License Fees to the Town that would otherwise be paid
22 herein. It is the intention of the parties hereto that Gross Annual Revenues shall only include such consid-
23 eration of Affiliates and/or Persons relating to Signal carriage over the Cable System and not the gross
24 revenues of any such Affiliate(s) and/or Person(s) itself, where unrelated to Signal carriage.
- 25 (p) Interactive Service: Any service that offers to Subscribers the capability of both transmitting and re-
26 ceiving Signals of any kind.
- 27 (q) Institutional Network or I-Net: A communication network which is constructed and operated by the
28 cable operator and which is generally available only to Subscribers who are not residential Subscribers.
- 29 (r) Institutional Loop or I-Loop: Upstream channels and downstream channels on the Subscriber Network,
30 fully capable of carrying interactive services including, without limitation, data, text, audio and video ser-
31 vices.
- 32 (s) Issuing Authority: The Select Board of Amherst, Massachusetts, or its successor.
- 33 (t) Leased Channel or Leased Access: A video channel which the Licensee shall make available pursuant to
34 Section 612 of the Cable Act.
- 35 (u) Licensee: Cox Communications Amherst, Inc. or any successor or transferee in accordance with the
36 terms and conditions of this Renewal License.
- 37 (v) Other Programming Service: Information that Licensee makes available to all Subscribers generally.

1 (w) Pay Cable or Premium Service: Programming delivered for a fee or charge to Subscribers on a per-
2 channel basis, or as a package of services, in addition to the fee or charge for the Basic Cable Services, or
3 for such other service tier required by applicable law.

4 (x) Pay-Per-View: Programming delivered for a fee or charge to Subscribers on a per-program or time ba-
5 sis, in addition to the charge or fee to Subscribers for Basic Cable Service, or for such other service tier
6 required by applicable law.

7 (y) PEG: The acronym for Public, Educational, and Governmental; used in conjunction with Access Chan-
8 nels, support and facilities.

9 (z) PEG Access Channels: Any Channel(s) made available for the presentation of PEG Access program-
10 ming.

11 (aa) Person: Any corporation, partnership, limited partnership, association, trust, organization, other busi-
12 ness entity, individual or group of individuals acting in concert.

13 (bb) Private Way: A way shown on a plan which has been approved and endorsed in accordance with the
14 Subdivision Control Law or a way which, in the opinion of the Planning Board of the Town, has sufficient
15 width, suitable grades, and adequate construction to provide for the needs of vehicular traffic in relation to
16 the proposed use of the land abutting on the way.

17 (cc) Programming or Video Programming: Programming provided by, or generally considered comparable
18 to programming provided by, a television broadcast station.

19 (dd) Public Building: All public schools, police and fire stations, public libraries, Town Hall, the Bangs
20 Center and other public buildings along the cable routes, designated in writing by the Issuing Authority.

21 (ee) Public Way: An accepted public way or a way which the Town Clerk certifies is maintained and used
22 as a public way.

23 (ff) Public Works Department (DPW): The Public Works Department of the Town of Amherst, Massachu-
24 setts.

25 (gg) Renewal License: The non-exclusive Cable Television License to be granted to Licensee by this in-
26 strument.

27 (hh) Service: Any Basic Service or Standard (Cable) Service, and Pay (Cable) Service, or any other Cable
28 Service, whether or not originated by the Licensee, which is offered to any Subscriber in conjunction with,
29 or which is distributed over, the Cable System.

30 (ii) Signal: Any transmission of electromagnetic or optical energy which carries Video Programming from
31 one location to another.

32 (jj) Subscriber: Any person, firm, corporation or other entity who or which elects to subscribe to for any
33 purpose, a Cable Service provided by the Licensee by means of, or in connection with, the Cable Televi-
34 sion System.

35 (kk) Subscriber Network: The five hundred and fifty megahertz (550 Mhz) network to be owned and oper-
36 ated by the Licensee, over which Cable Service(s) can be transmitted to Subscribers.

37 (ll) Town: The Town of Amherst, Massachusetts.

1 (mm) Upstream Channel: A channel over which Signals travel from an authorized location to a system
2 distribution point.

3
4 **SECTION 2**
5 **GRANT OF RENEWAL LICENSE**
6

7 Section 2.1 --- GRANT OF RENEWAL LICENSE

8 Pursuant to the authority of Chapter 166A of the General Laws of the Commonwealth of Massachu-
9 setts, as enacted by Chapter 1103 of the Acts of 1971, as amended, pursuant to 207 CMR 8.00, and subject
10 to the terms and conditions set forth herein, the Select Board of the Town of Amherst, as the Issuing Au-
11 thority of the Town, hereby grants a renewal and non-exclusive cable television license to Cox Communi-
12 cations Amherst, Inc., a Massachusetts corporation established for such purpose, authorizing and permit-
13 ting licensee to construct, upgrade, install, operate and maintain a Cable Television System within the cor-
14 porate limits of the Town of Amherst.

15 This Renewal License is granted under and in compliance with Chapter 166A of the General Laws as
16 amended, and in compliance with all Federal laws, FCC and Commission rules and regulations and all
17 other applicable rules and regulations in force and effect during the period for which this Renewal License
18 is granted.

19 Subject to the terms and conditions herein and to the extent to which the Issuing Authority has the
20 power to authorize, the Issuing Authority hereby grants to Cox Communications Amherst, Inc., Licensee,
21 the right to construct, upgrade, install, operate and maintain a Cable System in, under, over, along, across
22 or upon the streets, lanes, avenues, alleys, sidewalks, bridges, highways and other public places under the
23 jurisdiction of the Town of Amherst within the municipal boundaries and subsequent additions thereto,
24 including property over which the Town has an easement or right-of-way, for the purpose of reception,
25 transmission, collection, amplification, origination, distribution, or redistribution of Signals in accordance
26 with the laws of the United States of America and the Commonwealth of Massachusetts. In exercising
27 rights pursuant to this license, Licensee shall not endanger or interfere with the lives of persons, interfere
28 with any installations of the town, any public utility serving the town or any other person permitted to use
29 public ways and places, nor unnecessarily hinder or obstruct the free use of public ways and places. Grant
30 of this Renewal License does not establish priority for use over other present or future permit holders or
31 the Town's own use of public ways and places. Disputes between Licensee and other parties regarding use
32 of public ways and places shall be resolved in accordance with the Town's DPW regulations and any spe-
33 cial laws or Town By-Laws enacted hereafter.

34 Section 2.2 --- TERM OF RENEWAL LICENSE

35 The term of this Renewal License shall commence upon July 1, 1996 and expire on June 30, 2006,
36 unless sooner terminated as provided herein.

37 Section 2.3 --- TRANSFER AND ASSIGNMENT OF RENEWAL LICENSE

1 To the extent required by G.L. c. 166A, sec. 7, this Renewal License or control thereof shall not be
2 transferred, assigned or disposed of in any manner, voluntarily or involuntarily, directly or indirectly, or by
3 transfer of control of any person holding such License to any other person, without the prior written con-
4 sent of the Issuing Authority, which consent shall not be unreasonably or arbitrarily withheld. Such con-
5 sent shall be given only after a public hearing upon a written application therefor as provided by the Com-
6 mission and on forms prescribed by the Commission. The application for transfer consent shall be signed
7 by Licensee and by the proposed transferee or assignee.

8 Section 2.4 --- NON-EXCLUSIVITY OF RENEWAL LICENSE

9 (a) This Renewal License shall not affect the right of the Issuing Authority to grant to any other person
10 a license or right to occupy or use the streets, or portions thereof, for the construction, installation, opera-
11 tion or maintenance of a Cable Television System within the Town of Amherst; or the right of the Issuing
12 Authority to permit the use of the public ways and places of the Town for any purpose whatever. Licensee
13 hereby acknowledges the Issuing Authority's right to make such grants and permit such uses.

14 (b) To the extent allowed by applicable law(s), the grant of any additional license(s) to provide Cable
15 Service(s) shall be on substantially equivalent terms and conditions as those contained in this Renewal Li-
16 cense.

17 (c) The issuance of additional license(s) shall be subject to applicable law(s).

18 (d) In the event that Licensee reports in writing to the Issuing Authority that it is at a competitive dis-
19 advantage as a result of a competing multichannel video programmer operating in the Town that is not re-
20 quired to be licensed by the Town, the Issuing Authority will conduct a proceeding to investigate Licen-
21 see's claim that it is at a competitive disadvantage. Licensee shall have the right to participate fully in any
22 such proceeding. At the conclusion of any such proceeding, if in the Issuing Authority's reasonable judg-
23 ment the Issuing Authority agrees with Licensee that it is at a competitive disadvantage, then the Issuing
24 Authority and Licensee agree that Section 625 of the Cable Act shall be applicable. Among other factors,
25 the Issuing Authority shall consider the nature and extent of any such competitive disadvantage in redress-
26 ing Licensee's claim. The Issuing Authority and Licensee agree that the specific kinds of potential com-
27 peting multichannel video programmer(s) or the terms and conditions of any such potential competition
28 that may occur are unforeseeable as of the Execution Date.

1 Section 2.5 --- POLICE AND REGULATORY POWERS

2 By executing this Renewal License, Licensee acknowledges that its rights are subject to the powers of
3 the Town to adopt and enforce general by-laws necessary to the safety and welfare of the public. Licensee
4 shall comply with all applicable DPW regulations, attached hereto as Schedule 1, and any by-laws enacted
5 by the Town. Any conflict between the terms of this Renewal License and any present or future lawful
6 exercise of the Town's police and regulatory powers shall be resolved in favor of the latter.

7 Section 2.6 --- REMOVAL OR ABANDONMENT

8 Upon termination of this Renewal License by passage of time or otherwise, and unless 1) Licensee
9 renews its license for another term or 2) Licensee transfers the Cable System to a transferee approved by
10 the Issuing Authority, Licensee shall remove its supporting structures, poles, transmission and distribution
11 systems, and all other appurtenances from the public way and places and shall restore all areas to their
12 original condition. If such removal is not completed within six (6) months after such termination, the Issu-
13 ing Authority may deem any property not removed as having been abandoned and may, at its election, re-
14 move said abandoned plant at the sole cost of Licensee.

15
16 **SECTION 3**
17 **SYSTEM DESIGN**
18

19 Section 3.1 --- UPGRADED SUBSCRIBER NETWORK

20 (a) Licensee shall maintain its 450 Mhz, 62 channel cable system in Amherst pending a system rebuild
21 as specified in Section 3.1 (b) below.

22 (b) Within four (4) years of the Effective Date of this License, Licensee shall complete the rebuild of
23 its Amherst Subscriber network to a minimum of 550 Mhz, with a minimum capacity of 80 video channels.

24 (c) Before Licensee rebuilds the Cable Television System, it shall notify the Issuing Authority in writ-
25 ing of the proposed method of performing such rebuild.

26 Section 3.2 --- INSTITUTIONAL NETWORK

27 (a) Licensee shall continue to maintain the 300 Mhz I-Net currently in place. Said I-Net shall be for
28 the sole use of the Town and its various institutions and shall be programmed exclusively by the Town.
29 Said I-Net shall be capable of video, audio, text and data transmission between Public Buildings and be
30 further capable of transmitting *inter alia* electronic mail, energy management monitoring, building security
31 information, fire detection and government training. Designated users shall be able to transmit to other
32 institutions using a portable modulator.

33 (b) Within nine (9) months of the completion of the System rebuild as outlined in Section 3.1, Licensee
34 shall provide to the Town an I-Net with the capability of fifteen (15) channels in the upstream and fifteen
35 (15) channels in the downstream direction and take down the 300 Mhz system.

36 (c) Licensee shall provide, free of charge, an activated I-Net Drop to all buildings listed in Schedule 2
37 at the request of the Issuing Authority. Licensee shall also provide a maximum of ten (10) such Drops to

1 those public institutions and/or non-profit agencies along the I-Net designated by the Issuing Authority in
2 writing. The Issuing Authority may request additional Drops for public institutions and/or non-profit
3 agencies, which Licensee shall install at cost as listed in Schedule 3. Connections to the I-Net shall be
4 completed within thirty (30) days after a written request therefore from the Issuing Authority.

5 (e) Licensee shall maintain the I-Net to all FCC technical specifications. In addition, the I-Net will
6 utilize stand-by power supplies.

7 (f) In the event of a renovation or construction of any Town, School, or Amherst/Pelham Regional
8 School District-owned building that is on the I-Net, Licensee will supply the materials required for the in-
9 ternal wiring and external wiring in any open conduits.

10 (g) Licensee retains the right to deliver the channel capacity referenced in Section 3.2(b) either by util-
11 izing the capabilities of the rebuilt system or by modifying the existing 450 Mhz Subscriber network.
12 Upon Licensee's having made a determination of which method will be used, Licensee will immediately
13 provide this information in writing to the Issuing Authority.

14 (h) Licensee shall provide from time to time and free of charge technical consulting services to inter-
15 ested Town departments concerning operation and use of the I-Net.

16 (i) The Licensee shall provide and install equipment for the Town to utilize three of the upstream and
17 three of the downstream channels on the I-Net for video distribution. At minimum this shall include (3)
18 field modulators, one for each channel, a demodulator/modulator pair for each channel at the I-Net hub
19 location and at least one frequency agile demodulator for field operations. The downstream video channel
20 on the I-Net must be receivable by a standard cable-ready television receiver. One of these channel pairs
21 shall be activated within 6 months of the Effective Date of this license. The remaining two channel pairs
22 shall be activated within 3 months of the completion of the I-Net, as specified in Section 3.2(b).

23 (j) The Licensee shall provide and install equipment for the Town to utilize two upstream and two
24 downstream channels on I-Net for two separate data networks. Each of the networks shall be capable of a
25 minimum of 5 mbps symmetrical (5 mbps upstream/5 mbps downstream) data transfer speeds. Data inser-
26 tion equipment designed to support EtherNet protocols shall be provided to each town-owned building,
27 library and school connected to the I-Net and the appropriate matching data converters shall be installed at
28 the I-Net hub site. This system is to allow EtherNet based networks in the schools and town buildings to
29 be linked together to share data and information and form a Metropolitan Area Network. One of these
30 network channel pairs shall be activated within 6 months of the Effective Date of this license. The remain-
31 ing two channel pairs shall be activated within 3 months of the completion of the I-Net, as specified in Sec-
32 tion 3.2(b) . Licensee's cost for equipment in this subsection shall not exceed \$25,000. If at the time of
33 installation the data speed rates or network protocols provided for here can be reliably exceeded then the
34 Licensee will discuss alternative networking schemes with Town including the cost difference, if any, of
35 providing those alternative network schemes, prior to installation of any equipment.

36 Section 3.3. --- PARENTAL CONTROL CAPABILITY

1 In order to restrict the viewing of programming which is obscene or indecent, upon the request of a
2 Subscriber Licensee shall make available for sale or lease a device by which the Subscriber can prohibit
3 viewing of a particular Cable Service during periods selected by that Subscriber.

4
5 **SECTION 4**
6 **CONSTRUCTION, INSTALLATION AND MAINTENANCE STANDARDS**
7

8 Section 4.1 --- CONSTRUCTION TIMETABLE

9 Licensee shall complete construction and activate its five hundred and fifty megahertz (550 Mhz) cable
10 system no later than June 30, 2000.

11 Section 4.2 --- LOCATION OF CABLE TELEVISION SYSTEM

12 Licensee shall construct, upgrade, operate and maintain the Cable Television System within the Town
13 of Amherst. Poles, towers and other obstructions shall be erected so as not to interfere with vehicular or
14 pedestrian traffic over public ways and places. The erection and location of all poles, towers and other
15 obstructions shall be fixed with the prior written approval of the Select Board and under the supervision of
16 the Public Works Department, which approval shall not be unreasonably withheld.

17 Section 4.3 --- UNDERGROUND FACILITIES

18 In the areas of the Town having telephone lines and electric utility lines underground, whether required
19 by by-law or not, all of Licensee's lines, cables and wires shall be underground. It is the policy of the town
20 that existing poles for electric and communication purposes be utilized wherever possible and that under-
21 ground installation is preferable to the placement of additional poles.

22 Section 4.4 --- TREE TRIMMING

23 In the installation of amplifiers, poles, other appliances or equipment and in stringing of cables and/or
24 wires as herein authorized, Licensee shall avoid all unnecessary damage and/or injury to any and all shade
25 trees in and along the streets, alleys, public ways and places and private property in the Town. Licensee
26 shall be subject to G.L. c. 87 and shall comply with all the rules established by the Shade Tree Committee
27 or its designee during the term of this Renewal License. Licensee shall use its best efforts to obtain the
28 prior written permission of the owner of any privately owned tree or other vegetation before it trims or
29 prunes the same.

30 Section 4.5 --- RESTORATION TO PRIOR CONDITION

31 Whenever Licensee takes up or disturbs any pavement, sidewalk or other improvement of any public
32 way or public place, the same shall be replaced and the surface restored in as good condition as before en-
33 try as soon as practicable. If Licensee fails to make such restoration within a reasonable time, the Issuing
34 Authority may fix a reasonable time for such restoration and repairs and shall notify the Licensee in writing
35 of the restoration and repairs required and time fixed for performance thereof. Upon failure of Licensee to
36 comply within the specified time period, the Issuing Authority may cause proper restoration and repairs to

1 be made and the reasonable expense of such work shall be paid by Licensee upon demand by the Issuing
2 Authority.

3 Section 4.6 --- TEMPORARY RELOCATION

4 Licensee shall temporarily raise or lower its wires or other equipment upon the reasonable request of
5 any person, including without limitation, a person holding a building moving permit issued by the Town.
6 The expense of such raising or lowering shall be paid by the person requesting the same, and Licensee
7 shall have the authority to require such payment in advance. Licensee shall be given reasonable notice
8 necessary to maintain continuity of service.

9 Section 4.7 --- DISCONNECTION AND RELOCATION

10 Licensee shall, at its sole cost and expense, protect, support, temporarily disconnect, relocate in the
11 same street, or other public ways and places, or remove from any street or any other public ways and
12 places, any of its property as required by the Issuing Authority or its designee by reason of traffic condi-
13 tions, public safety, street construction, change or establishment of street grade, or the construction of any
14 public improvement or structure by any town department acting in a governmental capacity.

15 Section 4.8 --- COMPLETION OF WORK BY TOWN

16 Upon failure of Licensee to commence, pursue or complete any work required by law or by the provi-
17 sions of this renewal License in any street or other public place within the time prescribed and to the satis-
18 faction of the Issuing Authority may, at its option, cause such work to be done with reasonable expendi-
19 tures therefor and Licensee shall pay to the town the cost thereof in the itemized amounts reported by the
20 issuing Authority to the Licensee within thirty (30) days after receipt of such itemized report. In the event
21 that the Town implements the provisions of this Section 4.8, it shall notify Licensee at least seven (7) days
22 in advance and shall endeavor to have such work performed at the lowest possible cost.

23 Section 4.9 --- EQUIPMENT

24 Licensee shall install new equipment to the extent necessary for the construction and/or upgrade of the
25 Cable Television System.

26 Section 4.10 --- SAFETY STANDARDS

27 Licensee shall construct, install, operate, maintain and remove the Cable Television System in confor-
28 mance with Occupational Safety and Health Administration regulations, the Massachusetts Electrical Code,
29 the National Electric Code, the National Electric Safety Code, the Bell Telephone System Code of Pole
30 Line Construction, all building and zoning codes, and all land use restrictions as the same exist or may be
31 amended hereafter.

1 Section 4.11 --- PRIVATE PROPERTY

2 Licensee shall be subject to all laws, by-laws or regulations regarding private property in the course of
3 constructing, upgrading, installing, operating or maintaining the Cable System in the Town. Licensee shall
4 promptly repair or replace all private property, real and personal, damaged or destroyed as a result of the
5 construction, upgrade, installation, operation or maintenance of the cable System at its sole cost and ex-
6 pense.

7 Section 4.12 --- USE OF COMPANY FACILITIES

8 The Town shall have the right to attach to any pole erected by Licensee and to place in any of Licen-
9 see's conduits, its own facilities to be used for fire, police or other governmental communications purposes
10 where space permits. All such placements by the Town shall be in conformity with all applicable rules and
11 regulations, shall cause no additional expense to Licensee and shall not interfere with the routine operation
12 by Licensee of its cable television system.

13 Section 4.13 --- RIGHT TO INSPECTION OF CONSTRUCTION

14 The Town or its designee shall have the right to inspect all construction, installation or upgrade work
15 performed subject to the provisions of this Renewal License and to make such tests as it shall deem neces-
16 sary to ensure compliance with the terms of this Renewal License and all other applicable law. The Town
17 shall give Licensee reasonable notice of any such inspection, and such inspection shall not interfere with
18 Licensee's operations. Licensee has the right to be present at any such inspection. Any such tests shall be
19 at the sole cost and expense of the Town.

20 Section 4.14 --- CONSTRUCTION MAPS

21 Licensee shall file with the Issuing Authority or its designee accurate maps of all existing and proposed
22 installations. Licensee shall file said maps relating to any plant changes or additions not later than ninety
23 (90) days after such changes or additions are made.

24 Section 4.15 --- MAINTENANCE LOG

25 Licensee shall maintain an annual log, CATV Commission Form 500C, showing the date, approximate
26 time and duration, type and probable cause of all Cable Television System outages, whole or partial, due to
27 causes other than routine testing or maintenance. All entries in such log shall be retained by Licensee for
28 one (1) additional year and shall be subject to inspection and copying by the Issuing Authority or its desig-
29 nee during Licensee's regular business hours upon reasonable request.

30 Section 4.16 --- SERVICE INTERRUPTION

31 Except where there exists an emergency situation necessitating a more expeditious procedure, Licensee
32 may interrupt service for the purpose of repairing, upgrading or testing the Cable Television System, only
33 during periods of minimum use, and only after a minimum of forty-eight (48) hours notice to affected Sub-
34 sscribers.

35
36 **SECTION 5**

1 **LINE EXTENSION**

2 Section 5.1 -- GENERAL POLICY

3 Licensee shall make Cable Television Service(s) available to all residents of the Town, subject to
4 the provisions of this Section.

5 Section 5.2 - LINE EXTENSION

6 (a) Subject to the further provisions of this Section, Licensee shall within three (3) years of the
7 Effective Date of this license construct any necessary extensions to make Cable Television Service(s)
8 available to all public and private ways within the Town of Amherst built in accordance with the then ap-
9 plicable Town standards, and to all subdivision ways in compliance with the definitive subdivision ap-
10 proval of the Amherst Planning Board existing on the date upon which this license becomes effective, in
11 accordance with Schedule 4.

12 (b) To make Cable Television Service(s) available to Public and Private Ways within the Town of
13 Amherst which are in compliance with definitive subdivision approval of the Amherst Planning Board con-
14 structed after the date upon which this license becomes effective, Licensee shall construct line extensions
15 at a rate of three-quarters (0.75) mile per year in areas designated by the Issuing Authority or its designee,
16 which mileage shall be accumulated by the Issuing Authority if unused in any given year.

17 (c) Cable television service line extensions shall meet the specifications for aerial or underground
18 installation of the area in which they are being installed.

19 (d) Cable television service(s) shall be provided to any Subscriber who requests cable service(s)
20 whose residence or other building in which cable service is requested is located within one hundred fifty
21 (150) feet of aerial or underground feeder cable without charge, exclusive of normal Subscriber installation
22 charge.

23 (e) Cable television service(s) shall be provided to any resident who requests cable service(s)
24 whose residence or other building in which cable service is requested is located beyond one hundred fifty
25 (150) feet of aerial or underground feeder cable. The cost to the resident will be determined by subtracting
26 the cost of a standard installation from the actual cost of Licensee's material and labor for such installation.
27 Installation costs as of the Effective Date are shown in Schedule 3. Should such request require an exten-
28 sion of either trunk or feeder cable, the cost will be determined as described in Section 5.4(a).

29 Section 5.3 -- LINE EXTENSION PROCEDURES - EXISTING WAYS WITH CABLE INSTALLED

30 (a) Licensee shall provide cable service(s) in all areas of the Town with existing Cable Television Ser-
31 vice to those residents who have been solicited for service and/or have paid a deposit for such service, if
32 required, within seven (7) business days of said solicitation or deposit; provided, however, that this re-
33 quirement shall be deemed directory rather than mandatory during the months of September and October.
34 The conditions of section 5.2 above shall apply.

35 (b) Failure to install within said seven (7) day period without just cause (force majeure) or Subscriber
36 fault shall require Licensee to automatically provide the cable installation to the affected Subscriber with-

1 out charge and at its sole cost and expense, no later than seven (7) days of the initial installation date. Sub-
2 scribers who have not received said free installation work as a result of missed appointments shall have
3 reason to petition the Issuing Authority or its designee for appropriate relief.

4 (c) In arranging appointments for said cable installation work, Licensee shall specify to the prospective
5 Subscriber, if requested, in advance whether said installation will occur in the morning hours, between
6 9:00 a.m. and 1:00 p.m. or the afternoon hours, between 1:00 p.m. and 5:00 p.m. Licensee shall make rea-
7 sonable efforts to perform installations at times convenient to Subscribers, including times other than 9:00
8 a.m. to 5:00 p.m. weekdays.

9 Section 5.4 -- LINE EXTENSION PROCEDURES - EXISTING WAYS PRIOR TO COMPLETION OF
10 SECTION 5.2

11 (a) Licensee shall extend cable service(s) to all areas of the Town not covered under Section 5.2 upon
12 request of the prospective Subscribers and based on the following cost calculation: The cost of wiring such
13 areas shall be calculated by taking the capital cost of extending service divided by the number of Subscrib-
14 ers in the area minus the costs of extending service. The average cost of construction per mile of plant will
15 be revised yearly based on actual material and labor cost estimates provided to the Issuing Authority by
16 Licensee's Construction Division. For calculations under this section normal density shall equal thirty-five
17 (35) Subscribers per aerial mile of cable plant or fractional proportion thereof, or seventy-eight (78) Sub-
18 scribers per underground mile or cable plant or fractional proportion thereof. The resulting cost shall equal
19 the per Subscriber contribution relating to line extension of the cable service in that particular area.

20 Total project cost = Actual cost to construct project

21 Cox's cost per home = cost per mile divided by homes per mile standard

22 Cox's contribution = cost per home times number of homes to be serviced

23 Total homeowners' contribution = cost/mile minus Cox's contribution

24 Individual homeowner's contribution = total homeowners' contribution divided by number of homes to be
25 serviced.

26 (b) During the period commencing with the completion of a line extension not required under Section
27 5.2 above, a pro-rata refund shall be paid to previous Subscribers who made a contribution in aid of con-
28 struction as new Subscribers are added to the line extension; provided, however, that Licensee need only
29 make reasonable efforts to locate such previous Subscribers. The amount of the refund shall be determined
30 by application of the line extension formula in 5.4(a) above, reducing the per capita contribution in aid of
31 construction each time a new Subscriber is added. Any refunds due shall be paid annually to Subscribers,
32 or former Subscribers, entitled to receive such a refund. Licensee shall file with Issuing Authority or its
33 designee, on an annual basis, the names, addresses, and exact contributions in aid of construction of each
34 new Subscriber in a line extension areas covered under this Section . An annual list of all refunds, includ-
35 ing names and addresses of Subscribers, shall also be filed with the Issuing Authority.

36
37 SECTION 6

1 **SERVICES AND PROGRAMMING**

2 Section 6.1 --- BASIC SERVICE

3 (a) To the extent required by law, Licensee shall provide a Basic Service which shall include at least all
4 broadcast television Signals in the Amherst, Massachusetts area which are required to be carried by a cable
5 television system or for which the Licensee has obtained retransmission consent, pursuant to statute or
6 regulation and in Licensee's editorial discretion, additional programming which is available to cable televi-
7 sion systems for distribution as part of a Basic Service.

8 (b) Licensee shall provide on Basic Service a minimum of three (3) channels for the exclusive, non-
9 commercial PEG access use of the Issuing Authority or its designees.

10 (c) Upon written application to the Issuing Authority, given at least 60 days in advance, Licensee may
11 use the above-mentioned PEG channel(s) or portions thereof when said channel(s) or portions thereof are
12 not in use by the Town or its designee, with the permission of the Issuing Authority and with the inclusion
13 of provisions determined on a case-by-case basis by the Issuing Authority or its designee, which permis-
14 sion shall not be unreasonably withheld.

15 (d) If at any time after the system rebuild an access channel is programmed in excess of 60% of the
16 hours between 2 p.m. and 11 p.m., Monday through Friday, for a continuous period of six (6) weeks with
17 locally produced, non-repeated, PEG access video programming, Licensee shall provide one (1) additional
18 PEG access channel, which number shall be increased to two (2) if digital compression or a comparable
19 technology is put into use on this system. If Licensee applies said digital compression or comparable tech-
20 nology to the PEG access channels, then the requirement for a second additional channel shall be waived.

21 Section 6.2 --- ADDRESSABILITY

22 In order to preserve the security of Licensee's cable services, Licensee reserves its right to continue to
23 make Video Services other than Basic Service available either by addressability or by encryption, for
24 which a converter would be required in order to receive said video services.

25 Section 6.3 --- PROGRAMMING

26 Licensee shall use its best efforts to provide a wide diversity of alternative programming options to its
27 Subscribers, including, but not limited to, sports programming, public affairs programming, programming
28 devoted to the elderly and children and optional premium movie programming, provided that these services
29 are available to Licensee at reasonable cost.

1 Section 6.4 --- VCR/CABLE COMPATIBILITY

2 In order that Subscribers to the Cable Television System have the capability to simultaneously view
3 and tape any channel and set their equipment to record multiple channels remotely, Licensee shall provide
4 to any Subscriber, upon request, an A/B switch which will allow VCR owners to tape and view any chan-
5 nel capable of being tuned by such owner's television set and/or VCR, except scrambled to scrambled Sig-
6 nals.

7 Section 6.5 --- CONTINUITY OF SERVICE

8 It shall be the right of all Subscribers to receive service insofar as their financial and other obligations
9 to Licensee are honored. In the event that Licensee rebuilds, modifies or upgrades the Cable Television
10 System, Licensee shall ensure that all Subscribers receive continuous, uninterrupted service, except for
11 necessary service interruptions. When necessary service interruptions can be anticipated, Licensee shall
12 notify Subscribers forty eight (48) in advance. In the event that a new licensee acquires the Cable System,
13 Licensee shall cooperate with the Town and such new licensee in maintaining continuity of services to all
14 Subscribers.

15 Section 6.6 --- CHANGES IN CABLE TELEVISION TECHNOLOGY

16 (a) From time to time, Licensee shall review with the Issuing Authority changes in relevant cable tech-
17 nology (as defined below) that might benefit Licensee's Subscribers. Such review may take into account
18 the state of the art in relevant cable technology, the characteristics of the existing system, the benefits to
19 Subscribers of any upgrade in relevant cable technology, the cost to Subscribers of any such upgrade, the
20 technical feasibility of upgrading the existing system, the demand for such upgrade or change in technol-
21 ogy, the remaining life of the license over which the cost of such upgrade would have to be amortized, Li-
22 censee's unamortized investment in the existing system, and additional factors that the Licensee or the Is-
23 suing Authority deem relevant.

24 (b) If, based on such review, and to the extent allowed by applicable law, the Issuing Authority re-
25 quests a change in relevant cable technology, the parties shall negotiate in good faith to amend this license
26 to establish the terms and conditions for an upgrade or change in relevant cable technology.

27 (c) For purposes of this section, "relevant cable technology" shall be defined as those technologies that
28 the Licensee and the Issuing Authority in good faith agree to be included in cable television license, subject
29 to 47 U.S.C. §§ 621(b) and 624(e).

30 (d) Nothing in this section shall be deemed to prohibit Licensee from upgrading its system with any
31 cable television technology at its own discretion.

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Section 7.1 --- GENERAL

Section 7.2 --- SUPPORT FOR PEG ACCESS

Section 7.3 --- METHOD OF PAYMENT

(b)The balance of said access payments for each year shall be due and payable on March 15th of the succeeding year.

(a) Licensee shall provide capital funding for equipment and leasehold improvements in the amounts of \$150,000 upon the Effective Date of this license agreement and \$75,000 on the second anniversary of the Effective Date. Thereafter Licensee shall provide capital funding for equipment upgrade and replacement in the amounts of \$50,000 third anniversary of the Effective Date, \$75,000 on the fifth anniversary of the Effective Date and \$75,000 on the eighth anniversary of the Effective Date.

(c) Licensee agrees that funds provided under this section are not license fees as defined by Federal law, pursuant to §622(g)(2)(C) of the Cable Act of 1984.

All payments required hereunder shall be made by Licensee to the Designated Access Provider unless directed to do otherwise in writing by the Issuing Authority.

(a) Licensee shall monitor the PEG access channels for technical quality and shall ensure that they are maintained at standards commensurate with those which apply to the Cable System's commercial channels. Upon request, Licensee shall make available a copy of its most recent annual performance tests required by the FCC.

1 (b) To keep the lines of responsibility clear, the Designated Access Provider will be responsible for the
2 quality of the audio/video Signal up to the cable system insertion equipment. Licensee shall provide, main-
3 tain and align all RF/Fiber-Optic/Digital equipment used to insert, transmit, or distribute PEG access Sig-
4 nals over the Cable System, Subscriber Network or I-Net, including but not limited to a) one (1) modulator
5 for each of the designated public, educational and governmental access channels, for use in connection
6 with cablecasting on those channels; b) three (3) frequency agile modulators for use in remote field opera-
7 tions; and c) three (3) frequency agile demodulators for use in connection with the above remote field op-
8 erations.

9 (c) Licensee shall provide for automatic switching on each of the PEG channels so that, if desired, live
10 field productions can supersede the primary cablecasting Signals without personnel having to be present at
11 the primary PEG cablecasting site(s) or at the cable system headend.

12 Section 7.7 --- ACCESS INFORMATION FOR SUBSCRIBERS

13 Licensee shall insert in its monthly billing mailing one (1) page of promotional public, educational
14 and/or government access announcements or shall print upon its monthly billing a promotional public, edu-
15 cational and/or government announcement, at least once every four (4) months; provided, however, that
16 said announcements are delivered to Licensee in an acceptable form and weight and on a timely basis.
17 Said printed announcements shall be prepared and printed by the various access entities at their sole cost
18 and expense.

19 Section 7.8 - EMERGENCY PROCEDURES

20 Licensee shall provide and keep current emergency after hours picture quality problem resolution pro-
21 cedures for the Designated Access Provider. The current procedures are attached as Schedule 5.

22 Section 7.9 - CHANGE IN DESIGNATED ACCESS PROVIDER LOCATION OR PRIMARY 23 CABLECASTING LOCATIONS

24 In the event that (a) the Designated Access Provider moves from its current location on College Street
25 to a new location or (b) any PEG access channel's primary cablecasting site moves to a new location, Li-
26 censee shall provide necessary wiring to up to three (3) locations to enable the cablecasting Signals for any
27 such channel to be transferred to the headend and from there onto the Subscriber Network, providing that
28 such locations are reasonably accessible to the I-Net.

30 SECTION 8 31 LICENSE FEES

32 33 Section 8.1 --- LICENSE FEE ENTITLEMENT

34 In order to facilitate the Issuing Authority's regulation of cable television and in accordance with MGL
35 c.166A, §9, Licensee shall, on March 15th of each year, submit a license fee to the Issuing Authority equal
36 to fifty cents (\$.50) per Subscriber per year, or such other amount as may in the future be required pursuant

1 to State and Federal law(s). The number of Subscribers, for purposes of this section, shall be calculated on
2 the last day of each year.

3 Section 8.2 --- LATE PAYMENT

4 In the event that the fees herein required are not tendered on or before the dates fixed in Section 8.1
5 above, interest due on such fee shall accrue from the date due at the prime rate or rates of interest, at the
6 Bank of Boston or its successor.

7 Section 8.3 --- RECOMPUTATION

8 Tender or acceptance of any payment shall not be construed as an accord that the amount paid is cor-
9 rect, nor shall such acceptance of payment be construed as a release of any claim that the Town of Amherst
10 may have for additional sums including interest payable under this Section 8.3. All amounts paid shall be
11 subject to audit and recomputation by the Town, which shall be based on a fiscal year and shall occur in no
12 event later than one (1) year after the license fees are tendered with respect to such fiscal year. If, after au-
13 dit and recomputation, an additional fee is owed to the Town, such fee shall be paid within thirty (30) days
14 after audit and recomputation. The interest on such additional fee shall be charged from the due date at the
15 prime rate or rates of interest at the Bank of Boston or its successor during the period that such additional
16 amount is owed.

17 Section 8.4 --- TAXES

18 Payment of the License Fee made by Licensee to the Town pursuant to the provisions of this Renewal
19 License shall not be considered in the nature of a tax, but shall be in addition to any and all taxes which are
20 now or may be required hereafter to be paid by any law of the Commonwealth of Massachusetts, the Town
21 of Amherst, or the United States.

22
23 **SECTION 9**
24 **RATES AND CHARGES**
25

26 Section 9.1 --- MONTHLY RATES AND INSTALLATION CHARGES

27 Licensee shall comply with all applicable rate regulations of the Federal Communications Commission
28 and the Massachusetts Cable Television Commission.

29 Section 9.2 -- ELIGIBLE LOW INCOME DISCOUNT

30 Licensee agrees to provide a discount of 5 percent (5%) on its basic level of service to those Amherst
31 residents who are heads of households and are eligible for Medicaid, SSI, AFDC or Veteran's benefits as-
32 sistance, and present evidence of same to Licensee.

33 Section 9.3 --- NOTIFICATION

34 Licensee shall file with the Issuing Authority schedules which shall describe all services offered by
35 Licensee, all rates and charges of any kind, and all terms or conditions relating thereto. Thereafter, Licen-
36 see shall file with the Issuing Authority all changes in services, all rates and charges of any kind, and all
37 terms and conditions relating thereto thirty (30) days prior to all such changes unless otherwise provided by

1 law. Licensee shall notify Subscribers of any impending rate increases no later than thirty (30) days prior
2 to such increase and provide each Subscriber with a schedule describing existing and proposed rates for
3 each service offered. At the time of initial solicitation of service, Licensee shall also provide each Sub-
4 scriber with a detailed explanation of downgrade and upgrade policies and the manner in which Subscrib-
5 ers may terminate cable service. Subscribers shall have at least thirty (30) days from receipt of notification
6 of any rate increase to either downgrade service or terminate service altogether without any charge. Once a
7 Subscriber has requested a downgrade in service, within the thirty (30) day period, Licensee shall com-
8 mence billing said Subscriber at the new rate within said thirty (30) day period, regardless of whether Li-
9 censee actually changes the level of service within that time period.

10 Section 9.4 --- PUBLICATION

11 All rates for Subscriber services and leasing of channels shall be published. A written schedule of all
12 rates shall be available upon request during business hours at Licensee's business office. Nothing in this
13 Renewal License shall be construed to prohibit the reduction or waiver of charges in conjunction with
14 promotional campaigns for the purpose of attracting Subscribers, or the establishment of charges and rate
15 schedules that may vary with volume or nature of usage or programs.

16 Section 9.5 --- CREDIT FOR SERVICE INTERRUPTION

17 In the event that Licensee's service to any Subscriber is interrupted for twenty-four (24) or more con-
18 secutive hours, Licensee shall, upon timely notification, grant expeditiously such Subscriber a pro-rata
19 credit.

21 **SECTION 10**

22 **INSURANCE AND BONDS**

23 Section 10.1 --- INSURANCE

24 (a) Licensee shall purchase and maintain such insurance as will protect the Licensee from claims set
25 forth below caused by the construction, installation, operation, or maintenance of any structure, equipment,
26 wires or cables authorized or used pursuant to this license, whether caused by licensee or by any
27 Subcontractor or by anyone directly or indirectly employed by any of them or by anyone for whose acts
28 any of them may be liable. Licensee's insurance policies shall protect the Town against the following:

29 (1) Claims under Worker's Compensation, disability benefit and other similar employee benefit
30 acts;

31 (2) Claims for damages because of bodily injury, occupational sickness or disease, or death of its
32 employees, and claims insured by usual personal injury liability coverage;

33 (3) Claims for damage because of bodily injury, sickness or disease, or death of any person other
34 than its employees, and claims insured by usual personal injury liability coverage; and

35 (4) Claims for damages because of injury to or destruction of tangible property, including loss of
36 use resulting therefrom.

(b) The Insurance required by the above shall be written for not less than (1) the minimum limits of liability required by the Worker's Compensation Act and (2) 50 million dollars (\$50,000,000.00) for general liability coverage. The above insurance policies shall also be subject to the following requirements:

(1) Insurance coverage for the Licensee's Comprehensive General Liability shall be written by one and the same insurance company to avoid the expense of duplicate and/or overlapping coverage and to facilitate and expedite the settlement of claims.

(2) Certificates of Insurance reasonably acceptable to the Town shall be addressed to and filed with the Town prior to the Effective Date of this Renewal License. Renewal certificates shall be addressed to and filed with the Town at least ten (10) days prior to the expiration date of required policies.

(3) No insurance coverage shall be subject to cancellation without at least thirty (30) days prior written notice forwarded by registered or certified mail to the Town. The Town shall also be notified of the attachment of any restrictive amendments to the policies.

(4) All Certificates of Insurance shall contain true transcripts from the policies, authenticated by the proper officer of the insurer, evidencing in particular those insured, the extent of the coverage, the location and operations to which the insurance applies, the expiration date and the above-mentioned notice clauses.

(5) The said coverage shall not extend to the liability of the Town, its agents or employees arising out of (a) the preparation or approval of maps, drawings, opinions, reports, surveys, designs or specifications, or (b) the giving of or the failure to give directions or instructions by the Town, its agents or employees provided such giving or failure to give instructions is the primary cause of the injury or damage.

(6) The above policies shall name the Town as an additional insured as its interests may appear.

Section 10.2 --- PERFORMANCE BOND

(a) Licensee shall maintain at its sole cost and expense throughout the term of this Renewal License a faithful performance bond running to the Town, with good and sufficient corporate surety licensed to do business in the Commonwealth of Massachusetts and approved in advance in writing by the Issuing Authority, in the sum of fifty thousand dollars (\$50,000.00). Said bond shall be conditioned upon the faithful performance and discharge of all of the obligations imposed by this Renewal License. Upon completion of the system rebuild, the amount of said bond shall be reduced to the sum of twenty thousand dollars (\$20,000.00).

(b) The performance bond shall be effective throughout the term of this Renewal License including the time for removal of facilities provided for herein, and shall be conditioned that in the event that Licensee shall fail to comply with any one or more provisions of this Renewal License, or to comply with any order, permit or direction of any department, agency, commission, board, or to pay any claims, liens or taxes due the Town which arise by removal of the cable Television System, the Town shall absolutely and without objection of Licensee, recover from the surety of such bond all damages suffered by the Town as a result thereof, within thirty (30) days after a written request for same. Said condition shall be a continuing obli-

1 gation of this Renewal License, and thereafter until licensee has liquidated all of its obligations to the
2 Town that may have arisen from the grant of this Renewal License or from the exercise of any privilege
3 therein granted. In the event that the Town recovers from said surety, Licensee shall take immediate steps
4 to reinstate the performance bond to the amount of twenty thousand dollars (\$20,000.00). If, at any time
5 during the term of this Renewal License, the condition of the surety shall change in such manner as to ren-
6 der the bond unsatisfactory to the Town Counsel, Licensee shall replace such bond by a bond of like
7 amount and similarity conditioned, issued by a surety satisfactory to the Town Counsel.

8 (c) Licensee shall submit to the Issuing Authority, on an annual basis, copies of all up-to-date certifi-
9 cates concerning a) insurance policies as required herein b) performance bonds as required herein.

10 Section 10.3 --- INDEMNIFICATION

11 (a) The Licensee further agrees to indemnify and hold harmless the Town and the Issuing Authority,
12 including the agents, employees and representatives of either, from and against all claims, damages, losses
13 and expenses, including attorney's fees, arising out of or resulting from the construction, upgrade,
14 installation, maintenance or removal of the Cable Television System under this Renewal License, provided
15 that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death,
16 or to injury to or destruction of tangible property including the loss of use resulting therefrom and (b) is
17 caused in whole or in part by any negligent act or omission of the Licensee, any Subcontractor, anyone
18 directly or indirectly employed by any of them or anyone for whose acts any of them may be liable,
19 regardless of whether or not it is caused in part by a party indemnified hereunder.

20 (b) In order for the Town to assert its rights to be indemnified, defended, or held harmless, the Town
21 must:

- 22 1. Promptly notify Licensee of any claim or legal proceeding which gives rise to such right;
- 23 2. Afford Licensee the opportunity to participate in and fully control any compromise, settlement or
24 other resolution or disposition of such claim or proceeding, unless, however, the Town, in its sole discre-
25 tion, determines that its interests cannot be represented in good faith by Licensee; and
- 26 3. Fully cooperate with the reasonable requests of Licensee in its participation in, and control, com-
27 promise, settlement or resolution or other disposition of such claim or proceeding subject to subparagraph
28 2. above.

29 (c) The Licensee shall be responsible for all damage or injury to property of any character resulting
30 from any act, omission, neglect, or misconduct in the manner or method of executing this Renewal License
31 or due to the non-execution of its obligations or at any time due to defective work or materials.

32 (d) Except for claims covered by the insurance referred to in Section 10.1(a)(2) in any and all claims
33 against the Town or any of their agents or employees by any employee of the Licensee, any Subcontractor,
34 anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable,
35 the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the
36 amount or type of damages, compensation or benefits payable by or for the Licensee or any Subcontractor
37 under Workmen's Compensation Acts, disability benefit acts or other employee benefit acts.

1 (e) The obligations of the Licensee under this provision shall not extend to the liability of the Town, its
2 agents or employees, arising out of (a) the preparation or approval of maps, drawings, opinions, reports,
3 surveys, designs or specifications, or (b) the giving of or the failure to give directions or instructions by the
4 Town, its agents or employees provided such giving or failure to give directions or instructions is the
5 primary cause of the injury or damage.

6 (f) The Town shall, at its sole cost and expense, but only to the extent lawful for local governments,
7 indemnify and hold harmless Licensee against any claims arising out of the Town's use of the Cable Sys-
8 tem. Indemnified expenses shall include all out-of-pocket expenses such as attorney's fees and shall also
9 include the reasonable value of any services rendered by the Town.

10 Section 10.4 --- NOTICE OF CANCELLATION OR REDUCTION OF COVERAGE

11 The insurance policies and bonds required herein shall contain an endorsement stating that the policies
12 are intended to cover the liability assumed by Licensee under the terms of this Renewal License and shall
13 contain the following endorsement:

14 It is hereby understood and agreed that this policy must not be canceled, materially
15 changed or the amount of coverage thereof reduced until ninety (90) days after receipt by
16 the Town counsel of the Town of Amherst, Massachusetts, by registered mail of one (1)
17 copy of a written notice of such intent to cancel, materially change or reduce the cover-
18 age.

19 If Licensee fails to maintain the insurance policies required herein, the Issuing Authority shall have the
20 option to obtain said policies and pay for same from the performance bond.

21 22 SECTION 11 23 ADMINISTRATION AND REGULATION 24

25 Section 11.1 --- OFFICE OF TOWN MANAGER

26 The Office of Town Manager, operating under the direction of the Issuing Authority, shall be respon-
27 sible for the day to day regulation of the Cable Television System. The Office of the Town Manager will
28 monitor and enforce Licensee's compliance with the terms and conditions of this Renewal License. The
29 Office of the Town Manager shall notify Licensee in writing of any instance of non-compliance and shall
30 direct that such non-compliance be corrected within thirty (30) days to the reasonable satisfaction of the
31 Issuing Authority, unless a longer period is specified herein, or is mutually agreed upon by the Issuing Au-
32 thority and Licensee.

33 Section 11.2 --- PERFORMANCE EVALUATION HEARINGS

34 The Issuing Authority may, at its option, hold a performance evaluation hearing on the third, sixth and
35 ninth anniversaries of the Effective Date of this Renewal License. All such evaluation hearings shall be
36 open to the public. The purpose of said evaluation hearing shall be to, among other things, review Licen-
37 see's compliance with the terms and conditions of this Renewal License, review current technological de-

1 velopments in the cable television field and hear comments, suggestions or complaints from the public.
2 The Issuing Authority shall have the right to question Licensee on any aspect concerning the construction,
3 upgrade, installation, operation or maintenance of the Cable Television System. During review and evalua-
4 tion by the Issuing Authority, Licensee shall fully cooperate with the Issuing Authority or its designee, and
5 produce such documents or other materials as are reasonably requested by the Town.

6 Section 11.3 --- NONDISCRIMINATION

7 Except as otherwise specifically provided in this License, Licensee shall not discriminate against any
8 person in its solicitation, services or access activities, if applicable, on the basis of race, color, creed, relig-
9 ion, ancestry, national origin, geographical location within the Town (subject to the provisions of Section 5
10 herein), sex, affectional preference, disability, age, marital status, or status with regard to public assistance.
11 Licensee shall be subject to all other requirements of federal, state or existing local laws, regulations, and
12 all executive and administrative orders relating to nondiscrimination through the term of this Renewal Li-
13 cense.

14 Section 11.4 --- SUBSCRIBER AND USER COMPLAINTS

15 Licensee shall keep CATV Commission Form 500B on file in its local business office for a minimum
16 of three (3) years. The Issuing Authority or its designee shall have the right to examine, review and copy
17 said form at its own expense during Licensee's business hours upon reasonable notice. Licensee shall also
18 submit said forms(s) for each Performance Evaluation hearing, at the request of the Issuing Authority.

19 Section 11.5 --- EMERGENCY REMOVAL OF PLANT

20 If, at any time, in case of fire or disaster in the Town, it shall become necessary in the reasonable
21 judgment of the Issuing Authority or any designee, to cut or move any of the wires, cables, amplifiers, ap-
22 pliances or appurtenances of the Cable Television System, the Town shall have the right to do so at the sole
23 cost and expense of Licensee.

24 Section 11.6 --- REMOVAL AND RELOCATION

25 The Issuing Authority shall have the power at any time to order and require Licensee to remove or re-
26 locate any pole, wire, cable or other structure that is unnecessarily dangerous to life or property. In the
27 event that Licensee, after notice, fails or refuses to act within a reasonable time, the Issuing Authority shall
28 have the power to remove or relocate the same at the sole cost and expense of Licensee.

1 Section 11.7 --- INSPECTION

2 The Issuing Authority or its designee shall have the right to inspect, inventory or appraise the plant,
3 equipment or other property of Licensee as is reasonably related to establishing compliance with this Li-
4 cense. Licensee shall fully cooperate and otherwise assist in these activities.

5 Section 11.8 --- JURISDICTION

6 Jurisdiction and venue over any dispute, action or suit shall be in any court of appropriate subject mat-
7 ter jurisdiction located in the Commonwealth of Massachusetts, County of Hampshire, and the parties by
8 this instrument subject themselves to the personal jurisdiction of said court for the entry of any such judg-
9 ment and for the resolution of any, dispute, action, or suit; provided, however, that nothing herein shall
10 preclude Licensee from bringing an action before the Massachusetts CATV Commission, or the District
11 Court for Massachusetts, Western Division, to the extent that such court may have jurisdiction.

12 Section 11.9 --- RIGHT TO PURCHASE

13 In the event of revocation of this Renewal License, or non-renewal, or foreclosure or other judicial sale
14 of the Cable System, the Town shall have the right of first refusal to purchase the Cable Television System.
15
16

17 **SECTION 12**

18 **LIQUIDATED DAMAGES -- LICENSE REVOCATION**
19

20 Section 12.1 --- LIQUIDATED DAMAGES

21 (a) Since both parties recognize (1) that time is of the essence with respect to the upgrade of the Cable
22 Television System as outlined in Section 3.1 and 3.2, (2) that the Town will suffer loss if the work is not
23 completed on or before June 30, 2000, and (3) the delays, expenses and difficulties involved in a legal
24 proceeding to determine the actual loss suffered by the town if the work is not completed in time, it is
25 agreed that the Licensee will pay the Town as liquidated damages representing an estimate of delay
26 damages, not as a penalty, the sum of three hundred dollars (\$300.00) per day for each calendar day that
27 such rebuild has not been fully constructed, installed, activated and energized, said damages to be effective
28 as of July 1, 2000.

29 (b) The Town's right to impose liquidated damages shall in no way prohibit or restrict the Town's right
30 to bring a legal action for damages in lieu of its option to impose liquidated damages. Such liquidated
31 damages shall be chargeable to the performance bond if not tendered by the Licensee within 30 days after
32 written request by the Town.

33 Section 12.2 --- DEFAULT: PROCEDURES

34 (a) Prior to any finding of default under this License the Issuing Authority shall notify the licensee of
35 the default claimed.

36 (b) Upon failure to cure such default within thirty (30) days or such longer period as the Issuing Au-
37 thority and Licensee reasonably agree upon, the Issuing Authority shall issue public notice of a hearing on

1 the matter to be held by the Issuing Authority prior to any assessment of damages. At such hearing the
2 Licensee may present evidence as to why it is not in default. After the conclusion of said hearing, the Issu-
3 ing Authority shall issue a written statement as to its decision and the grounds therefor.

4 (c) Prior to assessing any liquidated damages or charging the performance bond for any reason, the
5 Issuing Authority shall find a default in accordance with these procedures.

6 (d) Any decision of the Issuing Authority to assess damages may be appealed to any Massachusetts
7 court of competent jurisdiction. Any such appeal of the Issuing Authority decision shall not result in a
8 mandatory stay of the Issuing Authority's right to charge the performance bond.

9 Section 12.3 --- REVOCATION OF RENEWAL LICENSE

10 This Renewal License may be revoked by the Issuing Authority, to the extent permitted by law. Any
11 such revocation of this Renewal License shall be by order entered after an adjudicatory hearing by the Issu-
12 ing Authority subject to the appeals provisions of G.L. c. 166A, Section 14. Before any such order is en-
13 tered, Licensee shall be given at least sixty (60) days advance written notice, which notice shall set forth
14 the causes and reasons for the proposed revocation and shall advise Licensee that it will be provided a
15 hearing by the Issuing Authority pursuant to G.L. c.30A regarding such proposed action before any such
16 action is taken. Said notice shall state the time, date and place of such hearing . In no event shall such
17 hearing be held less than thirty (30) days following delivery of such notice to Licensee.

18 Section 12.4 --- NON-EXCLUSIVITY OF REMEDY

19 No decision by the Issuing Authority or the Town to involve any remedy under this Renewal License
20 or under any statute, law or ordinance shall preclude the availability of any other such remedy, except all
21 provided in Section 12.2 above and herein. License revocation and specific performance are mutually ex-
22 clusive remedies.

24 SECTION 13

25 SUBSCRIBER RIGHTS AND CONSUMER PROTECTION

27 Section 13.1 --- LOCAL BUSINESS OFFICE

28 Licensee shall maintain and operate within the Town an office for the purpose of receiving payments
29 or exchanging equipment. The business office shall have a publicly listed local telephone number and
30 shall be open for walk-in business from 8:00 a.m. to 4:30 p.m. Monday through Friday. In the event there
31 is necessity for additional office hours, Licensee agrees to discuss such needs with the Issuing Authority.
32 Licensee shall provide all Subscribers or commercial users with at least thirty (30) days prior written notice
33 of a change in business office hours.

1 Section 13.2 --- CUSTOMER SERVICE

2 Licensee shall comply with the FCC Customer Service Regulations (47 CFR 76.309) in all respects.

3 Section 13.3 --- SUBSCRIBER SOLICITATION PROCEDURES

4 Licensee shall provide all prospective Subscribers with complete, clear and concise information, in
5 writing and prior to or at the time of installation of cable service(s), information concerning the following:

6 (1) All services and rates, deposits if applicable, installation costs, service upgrade or downgrade
7 charges (if any), stolen or lost converter charges and relocation of cable outlet charges.

8 (2) Complete information concerning billing and collection procedures, procedures for ordering
9 changes in or termination of service(s), and refund policies.

10 (3) Written notification concerning the potential incompatibility of video cassette recorders (VCR's)
11 with cable service(s), and, if requested, information concerning the cost for installation of said VCR's and
12 the different methods of installation, if applicable.

13 (4) Complete written information concerning Licensee's privacy policies, pursuant to State and Federal
14 Law.

15 Section 13.4 --- CONSUMER SALES STANDARDS

16 Licensee shall, in soliciting prospective customers for cable service(s), provide full and complete in-
17 formation concerning its available cable services and shall, upon request, provide the following:

18 (1) A description of each level of service in detail.

19 (2) A description of the benefits offered by each level of service, such as the number of channels,
20 programming and exact price.

21 (3) A description of all premium services and prices therefor.

22 (4) A description of the lowest cost service in an objective manner.

23 (5) A description of billing procedures and policies.

24 (6) A summary for the prospective customer what the total bill could be expected to be.

25 Section 13.5 --- CUSTOMER SERVICE PROCEDURES AND NOTICE

26 (a) Licensee shall respond to all requests for service by making a service call at the subscriber's resi-
27 dence within two (2) business days of receiving such request. Licensee shall respond to all requests for
28 installation and disconnection within seven (7) business days of such requests, or at such other time as is
29 mutually agreed upon by Licensee and said Subscriber; provided, however, that these requirements shall be
30 deemed directory rather than mandatory during the months of September and October. Licensee's policies
31 are to give service calls priority over installation calls.

32 Section 13.6 --- BILLING DISPUTE PROCEDURES

33 In the event that a billing dispute arises, Licensee will resolve said dispute pursuant to regulations
34 adopted by the Massachusetts Cable Television Commission as outlined in 207 CMR 10.08. Billing dis-
35 putes must be submitted in writing to enact the time periods set forth.

1 Section 13.7 --- DISCONNECTION AND TERMINATION OF CABLE SERVICE

2 (a) License shall only disconnect and/or terminate a Subscriber's cable service(s) upon a showing of
3 good and just cause. In no event shall Licensee disconnect said cable service for nonpayment without the
4 prior written notification to the affected Subscriber at least eight (8) business days prior to such disconnec-
5 tion or termination as outlined by the Massachusetts Cable Television Commission in 207 CMR 10.06.

6 (b) Pursuant to Section 13.6 above, said period shall in no case commence during the billing-dispute
7 resolution period.

8 (c) Upon the issuance of said eight (8) business day disconnection or termination notice above, Licen-
9 see shall meet, at the request of the Issuing Authority or its designee, with the Issuing Authority or desig-
10 nee and the said Subscriber to negotiate, in good faith, a resolution to the billing dispute.

11 Section 13.8 --- LOSS OF SERVICE -- SIGNAL QUALITY

12 Licensee shall comply with all applicable FCC and Commission statutes, regulations and standards
13 relating to quality of the Signals transmitted over the Cable Television System. Upon a showing of a sig-
14 nificant number of complaints from Subscribers concerning consistently poor or substandard Signal qual-
15 ity, the Issuing Authority and Licensee shall enter into good faith discussions concerning possible remedies
16 for consistent Signal degradation.

17 Section 13.9 --- EMPLOYEE IDENTIFICATION CARDS

18 All of Licensee's employees entering upon private property, including repair and sales personnel, shall
19 be required to wear an employee identification card issued by Licensee and bearing a picture of said em-
20 ployee. Employees entering upon private property shall be required to wear said identification card in a
21 conspicuous place easily seen by Subscribers.

22 Section 13.10 --- PRO-RATED SERVICE

23 In the event that a Subscriber service is terminated, monthly charges for service shall be pro-rated on a
24 daily basis and, where advance payment has been made by Subscriber, the appropriate refund, if exceeding
25 one dollar (\$1.00) shall be made by Licensee to the Subscriber within thirty (30) days of such termination.

26 Section 13.11 --- PRIVACY PROVISIONS

27 (a) Licensee shall respect the rights of privacy of every Subscriber and/or commercial user of the Cable
28 Television System and shall not violate such rights through the use of any device or Signal associated with
29 the Cable System, and as hereafter provided.

30 (b) Licensee shall comply with all applicable Federal, State and local laws and regulations respecting
31 Subscriber and commercial user privacy and shall adhere to applicable industry codes of conduct which
32 promote or enhance Subscriber privacy.

33 Section 13.12 --- MONITORING

34 Neither Licensee or its agents nor the Town or its agents shall tap or monitor, arrange for the tapping
35 or monitoring, or permit any other person to tap or monitor, any cable, line, Signal, input device, or Sub-
36 scriber outlet or receiver for any purpose, without the prior written authorization of the affected Subscriber
37 or commercial user; provided, however, that Licensee may conduct system wide or individually addressed

1 “sweeps” solely for the purpose of verifying system integrity, checking for illegal taps, controlling return-
2 path transmission, or billing for pay services. Licensee shall report to the affected parties and all appropri-
3 ate authorities any instances of monitoring or tapping of the Cable Television System, or any part thereof,
4 of which it has knowledge, whether or not such activity has been authorized by Licensee. Licensee shall
5 not record or retain any information transmitted between any Subscriber or commercial user and any third
6 party, except as required for lawful business purposes. Licensee shall destroy all Subscriber information of
7 a personal nature after a reasonable period of time except as authorized not to do so by the affected Sub-
8 scribe.

9 Section 13.13 --- DISTRIBUTION OF SUBSCRIBER INFORMATION

10 Licensee and its agents or employees shall not, without the prior written authorization of the affected
11 Subscriber or commercial user, provide to any third party, including the Town, data identifying or design-
12 ating any Subscriber either by name or address. Said authorization may be withdrawn at any time by the
13 Subscriber or commercial user by providing written notice to the Licensee. Licensee shall provide annual
14 notice to each Subscriber or commercial user who has given the aforesaid authorization of each Sub-
15 scribe's or commercial user's right to withdraw the authorization. In no event shall such authorization be
16 obtained as a condition of service or continuation thereof, except as necessary to adequately provide par-
17 ticular services.

18 Section 13.14 --- POLLING BY CABLE

19 No poll or other upstream response of a Subscriber or commercial user shall be conducted or obtained
20 unless the program of which the upstream response is a part shall contain an explicit disclosure of the na-
21 ture, purpose and prospective use of the results the poll or upstream response, unless the program has an
22 informational, entertainment or educational function which is self-evident. Licensee or its agents shall
23 release the results of upstream responses only in the aggregate and without individual references.

24 Section 13.15 --- INFORMATION WITH RESPECT TO VIEWING HABITS AND SUBSCRIPTION

25 DECISIONS

26 Licensee or its agents or its employees shall not make available to any third party, including the Town,
27 information concerning the viewing habits or subscription package decisions of any individual Subscriber
28 without obtaining the Subscriber's prior written consent. If a court authorizes or orders such disclosure,
29 Licensee shall make reasonable attempts to notify the Subscriber within a reasonable time prior to such
30 disclosure. Licensee shall provide written notice to each Subscriber when equipment is to be installed on
31 the Cable Television System which would permit the recording or monitoring of individual viewing habits
32 of such Subscriber. Such equipment shall be installed only after prior written permission has been granted
33 by the Subscriber. In no event shall such permission be obtained as a condition of service or continuation
34 thereof. For any sort of transmission concerning the viewing habits or subscription package decisions of
35 any individual Subscriber to emanate from a Subscriber's residence, the subscriber must take some positive
36 action to activate such transmission. In the event the service requested by the Subscriber by its nature in-
37 volves the transfer of information or data from the Subscriber, including without limitation, security ser-

1 vices or data transference, the ordering of the service shall be deemed to include the grant of permission by
2 the Subscriber for the making available of such information to such parties as is necessary for the provision
3 of the service. Written permission shall be obtained from the Subscriber prior to further dissemination or
4 distribution by Licensee of such information.

5 Section 13.16 --- SUBSCRIBER ACCESS TO INFORMATION

6 Subscribers shall be entitled to examine and copy any information developed by Licensee pertaining to
7 them at Licensee's premises upon reasonable notice and during regular business hours. Copying costs shall
8 be borne by said Subscriber(s). Licensee shall promptly correct such records upon a reasonable showing
9 by the Subscriber that information contained therein is inaccurate.

10 Section 13.17 --- PRIVACY STANDARDS REVIEW

11 The Issuing Authority and Licensee will continually review this Section 13 to determine that it effec-
12 tively addresses appropriate concerns about privacy. This section may be amended periodically by agree-
13 ment of the Issuing Authority and Licensee.

14
15 **SECTION 14**

16 **REPORTS AND PERFORMANCE TESTS**

17
18 Section 14.1 --- CONSTRUCTION REPORTS

19 Licensee shall furnish the Issuing Authority with progress reports indicating in detail the progress in,
20 and areas of, construction and upgrade of the Cable Television System. Said reports shall be furnished to
21 the Issuing Authority on a quarterly basis during any rebuild, starting with the Effective Date of this li-
22 cense.

23 Section 14.2 ---FINANCIAL REPORTS

24 Licensee shall furnish the Issuing Authority, no later than ninety (90) days after the end of Licensee's
25 Fiscal Year a sworn statement of its revenues pertaining to the Amherst Cable Television System only,
26 including the information contained on CATV Commission Form 300, lines 4000-4230 and line 6100;
27 provided, however, that said information shall be for official use only. Licensee shall also provide a finan-
28 cial balance sheet and statement of ownership for Amherst and Pelham only (CATV Commission form
29 200), which shall be open for public inspection. Said statements and balance sheet shall be sworn to by the
30 person preparing same and by Licensee or an officer of Licensee.

1 Section 14.3 --- NUMBER OF SUBSCRIBERS

2 Licensee shall file with the Issuing Authority a report containing the number of Subscribers, as of De-
3 cember 31st, and the number of connections and disconnections. Said report shall be filed annually with
4 the Financial Reports required pursuant to Section 14.2 above.

5 Section 14.4 --- LINE EXTENSION REPORT

6 During the first through third years after the commencement of this Renewal License, Licensee shall
7 file with the Issuing Authority, at least bi-annually, a report detailing the areas in the Town in which the
8 Cable System has been extended during said reporting period, the dates of said extensions and the number
9 of households capable of receiving cable service(s). In succeeding years, Licensee shall file said report on
10 an annual basis.

11 Section 14.5 --- SUBSCRIBER COMPLAINT REPORT

12 To the extent required by G.L. c. 166A, Section 10, every three (3) months, beginning from the Effec-
13 tive Date of this Renewal License, Licensee shall notify the Issuing Authority, on forms prescribed by the
14 Commission, of complaints of Subscribers received during the reporting period and the manner in which
15 the complaints have been met, including the time required to make any necessary repairs or adjustments.

16 Section 14.6 --- SERVICE INTERRUPTION REPORT

17 Licensee shall submit, on a form prescribed by the Commission, a list of all significant service inter-
18 ruptions. Said report shall be submitted with the Subscriber Complaint Report required in Section 14.5
19 above.

20 Section 14.7 --- INDIVIDUAL COMPLAINT REPORTS

21 Licensee shall, within ten (10) days after receiving a written request therefor, send a written report to
22 the Issuing Authority with respect to any complaint. Such report shall provide a full explanation of the
23 investigation, finding(s) and corrective steps taken.

24 Section 14.8 --- BI-ANNUAL PERFORMANCE TEST

25 Proof of performance tests made to ensure compliance with FCC standards for system technical opera-
26 tion shall be available in the Licensee's Public Files.

27 Section 14.9 --- QUALITY OF SERVICE

28 Where there exists other evidence which in the reasonable judgment of the Issuing Authority casts
29 doubt upon the reliability or technical quality of cable service(s), the Issuing Authority shall have the right
30 and authority to require Licensee to test, analyze and report on the performance of the Cable System. Li-
31 censee shall fully cooperate with the Issuing Authority in performing such testing and shall prepare the
32 results and a report, if requested, within thirty (30) days after notice for the same. Such report shall include
33 the following information:

- 34 (1) the nature of the complaint or problem which precipitated the special tests;
35 (2) the system component tested;
36 (3) the equipment used and procedures employed in testing;
37 (4) the method, if any, in which such complaint or problem was resolved;

1 (5) any other information pertinent to said tests and analysis which may be required.

2 The Issuing Authority may require that said tests be supervised by a professional engineer who is not
3 an employee or agent of Licensee.

4 Section 14.10 --- DUAL FILINGS

5 Licensee shall make available to the Town at the Licensee's expense, a copy of any petitions or com-
6 munications with any State or Federal agency or Commission pertaining to any aspect of the Cable System
7 operation hereunder or the financial arrangement therefor, except for submissions which are proprietary
8 and considered for "official use only."

9 In the event that either party requests from any state or federal agency or commission a waiver or advi-
10 sory petition, it shall immediately notify the other party in writing of said request, petition or waiver.

11 Section 14.11 --- ADDITIONAL INFORMATION

12 At any time, upon the reasonable request of the Issuing Authority, Licensee shall make available any
13 further information which may be required to establish Licensee's compliance with its obligations pursuant
14 to this Renewal License. To the extent consistent with applicable laws and the express requirements of this
15 Renewal License, all documents submitted by Licensee for inspection by the Issuing Authority, including
16 without limitation Reports required by Section 14, shall be kept confidential and utilized by the Issuing
17 Authority only for the purposes set forth in this Renewal License. Licensee shall have the right to require
18 that examination of its records be conducted on its premises.

19

20

SECTION 15

21

EMPLOYMENT

22

23 Section 15.1 --- EQUAL EMPLOYMENT OPPORTUNITY

24 Licensee shall be an Equal Opportunity/Affirmative Action Employer adhering to all Federal, State
25 and/or local laws and regulations.

26

27

SECTION 16

28

MISCELLANEOUS PROVISIONS

29

30 Section 16.1 --- LICENSE AS CONTRACT UNDER SEAL

31 Upon its execution by the Issuing Authority and Licensee this Renewal License shall be deemed to
32 constitute a contract under seal by and between Licensee, on the one hand, and the Select Board of the
33 Town of Amherst, on the other hand.

1 Section 16.2 --- ENTIRE AGREEMENT

2 This instrument contains the entire agreement between the parties, supersedes all prior agreements or
3 proposals except as specifically incorporated herein, and cannot be changed orally but only by an instru-
4 ment in writing executed and agreed to by both parties.

5 Section 16.3 --- CAPTIONS

6 The captions to sections throughout this Renewal License are intended solely to facilitate reading and
7 reference to the sections and provisions of this Renewal License. Such captions shall not affect the mean-
8 ing or interpretation of this Renewal License.

9 Section 16.4 --- SEVERABILITY

10 If any section, sentence, paragraph, term or provision of this Renewal License is determined to be ille-
11 gal, invalid or unconstitutional, by any court of competent jurisdiction or by any state or federal regulatory
12 agency having jurisdiction thereof, such determination shall have no effect on the validity of any other sec-
13 tion, sentence, paragraph, term or provision hereof, all of which shall remain in full force and effect for the
14 term of this Renewal License.

15 Section 16.5 --- FORCE MAJEURE

16 If by reason of force majeure either party is unable in whole or in part to carry out its obligations here-
17 under, said party shall not be deemed in violation or default during the continuance of such inability. The
18 term "force majeure" as used herein shall be any cause or event not reasonably within the control of the
19 disabled party.

20 Section 16.6 --- REMOVAL OF ANTENNAS

21 Licensee shall not remove any television antenna of any Subscriber but shall, at cost, offer to said Sub-
22 scriber and maintain an adequate switching device to allow said Subscriber to choose between cable and
23 non-cable television reception.

24 Section 16.7 --- SUBSCRIBER TELEVISION SETS

25 Licensee shall not engage directly or indirectly in the business of selling or repairing television or radio
26 sets; provided, however, that Licensee may make adjustments to television sets in the course of normal
27 maintenance.

28 Section 16.8 --- COST OF PUBLICATION

29 Licensee shall assume all costs for the publication, printing and distribution of this Renewal License, to
30 a limit of one hundred (100) copies.

31 Section 16.9 --- TERM

32 All obligations of Licensee and the Issuing Authority as set forth in this Renewal License shall com-
33 mence upon the expiration of the existing license and shall continue for the term of this Renewal License
34 except as expressly provided for herein.

1 Section 16.10 --- ISSUING AUTHORITY'S DESIGNEE

2 In the event that the Issuing Authority's designee is other than the Town Manager, the Issuing Author-
3 ity shall notify Licensee in writing of said designee.

4

SCHEDULE 1
PUBLIC WORKS DEPARTMENT PROCEDURES

General Conditions:

During the progress of the work all structures under ground shall be properly protected from damage or injury; such barriers shall be erected and maintained as may be necessary for the protection of the traveling public; the same shall be properly lighted at night; and the Grantee shall be responsible for all damages to persons or property due to or resulting from any work done under this permit.

If the Grantee does any work contrary to the orders of the Superintendent, and after due notice, fails to correct such work or to remove structures or materials ordered to be removed, or fails to complete the work authorized by this permit, the department may, with or without notice, correct or complete such work in whole or in part, or remove such structures or materials, and the Grantee shall reimburse the Town for any expense incurred in correcting and/or completing the work or removing the structure or materials.

On the completion of the work herein contemplated all rubbish and debris shall be removed and the roadway and roadsides shall be left neat and presentable and satisfactory to the Superintendent of Highways.

All of the above conditions shall be applicable to the work herein authorized, unless the same are inconsistent with the conditions on the face of the permit, in which case the conditions written or printed on the face of the permit shall apply.

The acceptance of this permit or the doing of any work thereunder shall constitute an agreement by the Grantee to comply with all the conditions and restrictions printed or written herein.

Conditions Relating Particularly to Permits for the Laying of Pipes, Conduits, etc.

After any pipes, conduits, drains or other underground structures are laid, or any excavation is made in the roadway, the trenches or openings shall be properly backfilled with suitable material, the back-filling shall be thoroughly tamped, and the surface of the road over said structures shall be left even with the adjoining ground. If the work is done in cold weather no frozen material shall be used for back-filling.

Where the service pipes are to cross the highway the connections shall be made without disturbing the hardened surface of the roadway, by driving the pipes under the roadway, or the service pipes shall be carried under and across the road in a large pipe, unless otherwise ordered by the Superintendent of Highways.

The Grantee shall maintain the surface of the roadway over said structures as long as the Department may deem necessary, until all signs of the trenches shall have been eliminated.

SCHEDULE 2
PUBLIC AND OTHER BUILDINGS TO BE CONNECTED
TO THE INSTITUTIONAL NETWORK

School Buildings

Wildwood Daycare Facility
 Strong Street

South Amherst School
 South East Street

Crocker Farm Elementary School
 West Street

Wildwood Elementary School
 Strong Street

Marks Meadow School
 North Pleasant Street

Fort River Elementary School
 South East Street

East Amherst School
 South East Street

Amherst Regional Junior High School
 Chestnut Street

Amherst Regional Senior High School
 Triangle Street

North Amherst School
 North Pleasant Street

Cushman School
 Henry Street

Town Buildings

Town Hall
 Boltwood Avenue

Bangs Community Center
 70 Boltwood Walk

Central Fire Station
 North Pleasant Street

North Fire Station
 East Pleasant Street

Carriage House
 South Pleasant Street

Public Works Garage
 South Pleasant Street

Police Station
 Main Street

Fort River Comfort Station
 South East Street

Storage Barn
 South East Street

Bath House
 Triangle Street

Garage Shelter
 Triangle Street

Comfort Station
 Triangle Street

Pool Filter Building
 Triangle Street

Comfort Station
 Groff Park

Swimming Pool Building
 Montague Road

Pumping Station
 Market Hill Road

Filter House
 Montague Road

Maintenance Building
 Montague Road

Park Shelter
 Montague Road

Pump Station
 West Street

SCHEDULE 2
PUBLIC AND OTHER BUILDINGS TO BE CONNECTED
TO THE INSTITUTIONAL NETWORK (cont.)

Field Station
West Street

Amity Street

Non-Profit Organizations

Water Tank
Bay Road

Amherst Community Television, Inc.
College Street

Pump House
Warren Wright Road

Water Tank
East Pleasant Street

Storage Building
Belchertown Road

Recycling Center
Belchertown Road

Water Plant
South East Street

Pump House
South East Street

Cherry Hill Club House
Cherry Hill

Cherry Hill Garage
Cherry Hill

Generator Building
West Street

Generator Building
Crossbrook Road

Pumping Station
Bay Road

Pumping Station
Stanley Street

Libraries

Munson Library
South East Street

North Amherst Library
Sunderland Road

Jones Library

**SCHEDULE 3
LICENSEE INSTALLATION COSTS**

Internal cable:

The first 150' are provided at no charge for customers pre-wiring homes..
More than 150' is charged at \$0.09/foot for customers pre-wiring homes.

Underground cable:

The first 150' are provided at no charge.
The following charges apply to distances greater than 150';
RG-6 for trenches up to 250' = \$0.09/foot for cable.
RG-11 for trenches from 250' to 400' = \$0.15/foot for cable.
Plant extensions for distances over 400', refer to Section 5.4a.

Road Bores to service homes = \$10.00/foot, price includes labor.
Installing U/G drops to house = \$1.40/foot, includes labor.

Prices are subject to change pending material costs, labor costs, and install rates. For current install rates refer to channel/rate card.

**SCHEDULE 4
PLANNED LINE EXTENSIONS**

Mileage	Homes	Homes/ Mile	Location	Year
0.01	3	300.00	Private way off State Street	1
0.08	3	37.50	Mt. Pollux Drive (underground)	1
0.15	4	26.67	Strong Street (underground)	1
0.42	9	21.43	Snell Street	1
0.19	2	10.53	Old Belchertown Road	1
0.50	10	20.00	Leverett Road	1
0.73	13	17.81	Bay Road	1
2.08	44			Year 1 Total
1.08	15	13.89	Russellville Road & Meadow Street	2
0.95	9	9.47	Sunderland Road	2
2.03	24			Year 2 Total
0.51	4	7.84	South East Street	3
1.30	7	5.38	East Leverett Road	3
0.17	4	23.53	College Street (businesses)	3
1.98	15			Year 3 Total
6.09	83			Grand Total

SCHEDULE 5

ACTV PICTURE QUALITY RESOLUTION PROCEDURES

Summary:

The following procedures will be followed to resolve after hours picture quality problems for the ACTV studio.

1. ACTV personnel should ensure that the problem is not related to equipment or cables at the point of origination (studio or live location). Necessary troubleshooting steps should be taken to check all cables, jumpers, fittings, equipment, switching, and Signal levels.
2. If troubleshooting steps do not correct the problem, ACTV personnel will use the following phone list to contact a Cox Cable employee:
 1. Pete Mones 549-0917
 2. Brian Uracius 508-867-6611
 3. Dave O'Brien 586-4883
 4. Deane Olmsted 567-4338

If no contact is made on the above list, the standby technician should be contacted through the answering service at 256-4123.

3. The above Cox staff will address any problems immediately by responding directly to the Amherst Headend or dispatching a technician to troubleshoot the problem. Response time should not exceed 45 minutes.

Troubleshooting Steps

At the headend, picture quality can be checked by by-passing all headend equipment. This is accomplished by running a jumper cable from the test point located on the top left rack (marked ACTV) directly to the test set. ACTV studio pictures can be monitored as follows:

Channel 10 --> Monitor channel 20

Channel 21 --> Monitor on channel 3

Live productions from Jr/Sr High, Bangs, Jones Library -- Monitor on channel 16

If these procedures show good picture quality, then a problem exists within the headend equipment. Normal checks of the headend gear with replacements, if necessary, should be performed (note: all ACTV processing equipment is located on the lower level of the same rack of the test point).

If the picture quality is not good by performing the above test point checks, then a problem exists in the cable plant or at the origination site.

The next step is to test Signal quality at pole #23/40/31 on Route 9, located opposite College Street Motors and in front of house #259. The test point is mounted at the base of the pole. Picture quality can be monitored here on either channel 20, 3 or 16 depending on the origin of the programming. If channel 20 is being checked from the studio and picture quality is still sub-standard, the problem exists either within this amplifier or the studio. If picture quality is good, the responding technician should check dedicated I-Net forward amplifiers going to the headend. Picture quality can be monitored on the output test point of these amplifiers.

On channel 16 (live productions) the same steps as above should be followed. However, if poor pictures exist at pole 23/40/31, then the dedicated amplifiers should be checked at other amplifier stations going towards the origination point.

SIGNATURE PAGE

In witness whereof, this Agreement is hereby signed and sealed by the parties, duly authorized, at Amherst, Massachusetts.

Town of Amherst

Cox Communications Amherst, Inc.

/s/ Bryan Harvey

/s/ Jayson R. Juraska

/s/ Brenda Kucinski

/s/ Hill Boss

/s/ Eva Schiffer

Select Board, Town of Amherst, Massachusetts